

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MISSOURI  
WESTERN DIVISION**

SUNFLOWER REDEVELOPMENT, )  
LLC )  
 )  
Plaintiff, ) )  
 ) )  
v. ) )  
 )  
ILLINOIS UNION INSURANCE )  
COMPANY, )  
 )  
Defendant. ) )  
 )  
No.: 4:15-cv-00577-DGK

**DEFENDANT ILLINOIS UNION INSURANCE COMPANY'S**  
**NOTICE OF TAKING DEPOSITION**

PLEASE TAKE NOTICE that, pursuant to Fed. R. Civ. P. 30(b)(6), defendant Illinois Union Insurance Company (“Illinois Union”) will take the deposition upon oral examination, to be recorded by stenographic means, at the offices of Dysart Taylor Cotter McMonigle & Montemore, P.C., 4420 Madison Avenue, Suite 200, Kansas City, MO 64111, of Plaintiff Sunflower Redevelopment, LLC (“SRL”). SRL is requested to designate the person or persons most knowledgeable and prepared to testify on behalf of SRL concerning the subject matter described on Attachment A hereto. The deposition(s) will commence at 9:30 a.m. on October 24, 2017, or at such other time and place as agreed upon by counsel. If necessary, each deposition will be adjourned until completed.

That the said person(s) to be examined are required to produce at such examination any and all documents relative to the claims in plaintiff=s complaint. PLEASE TAKE FURTHER NOTICE that defendant reserves the right to use electronic, audio and visual means to record

said examination in conjunction with or instead of stenographic recordings pursuant to applicable Court rules.

This deposition will be taken before a court reporter, notary public, or before some other official authorized to take depositions. This deposition is being taken for the purpose of discovery, for use at trial, or for such other purposes as are permitted under the Federal Rules of Civil Procedure.

Respectfully submitted this 18<sup>th</sup> day of October, 2017.

DYSART TAYLOR COTTER  
MCMONIGLE & MONTEMORE, P.C.

By: /s/ Matthew W. Geary  
Robert W. Cotter MO #25313  
Matthew W. Geary MO #53328  
4420 Madison Avenue  
Kansas City, MO 64111  
Telephone: (816) 931-2700  
Facsimile: (816) 931-7377  
[rcotter@dysarttaylor.com](mailto:rcotter@dysarttaylor.com)  
[mgeary@dysarttaylor.com](mailto:mgeary@dysarttaylor.com)

TRAUB LIEBERMAN STRAUS  
& SHREWSBERRY LLP

By: /s/ Michael Fleming  
Brian Margolies  
Michael Fleming  
7 Skyline Drive  
Hawthorne, NY 10532  
Telephone: (914) 586-7020  
Facsimile: (914) 347-8898  
[bmargolies@traublieberman.com](mailto:bmargolies@traublieberman.com)  
*admitted pro hac vice*

Attorneys for Defendant **ILLINOIS**  
**UNION INSURANCE COMPANY**

### **Attachment A**

- The claim for coverage submitted by Sunflower Redevelopment, LLC under Illinois Union Premises Pollution Liability II Insurance Policy No. PPL G23894701-001, effective March 20, 2008 through August 4, 2015 (the “Policy”) in connection with this matter, including:
  1. The “covered location” as defined by the Policy, for which coverage is sought;
  2. The “pollution condition(s)” as defined by the Policy, for which coverage is sought under the Policy;
  3. The “environmental laws,” as defined by the Policy, which either required, or would have required, SRL to take remediation action;
  4. Each and every time SRL sought or requested consent from Illinois Union to incur “remediation costs,” as defined by the Policy;
  5. All costs for which coverage is sought under the Policy;
  6. The efforts and communications by which SRL pursued its claim for insurance coverage under the Policy, including all communications between SRL and Illinois Union, or their respective counsels, agents, or representatives;
  7. All communications between SRL and the Kansas Department of Health and Environment (“KDHE”), or any other local, state or federal regulator, regarding the “pollution condition(s)” as defined by the Policy, for which coverage is sought under the Policy;
  8. How SRL evaluated its claim for insurance coverage under the Policy;

9. Why the costs for which coverage is sought under the Policy by SRL were not intended to be insured under the Remediation Cost Containment Insurance Policy, number RCC G23894317 001, for the period March 30, 2008 to August 4, 2015 (the “RCC Policy”);
10. Whether SRL will be compensated by any other person or entity for the costs for which coverage is sought under the Policy;
11. SRL’s expectation of coverage under the Policy;
12. SRL’s involvement in negotiating the terms of the Policy; and
13. SRL’s understanding of whether the Policy and the RCC Policy could afford overlapping coverage.